



J. Gary Via, CPPO  
Director of Purchasing

## *City of Danville, Virginia*

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RFP 14/15-066

### "Performance Dashboards and Key Performance Indicators"

Sealed proposal shall be submitted no later than 5:00 p.m. November 12, 2014

City of Danville  
Purchasing Department  
Attn: J. Gary Via  
427 Patton Street, Room 304  
Danville, VA 24541

#### 1.0 General Conditions

##### 1.1 Intent:

It is the intent of this "RFP to secure a hosted solution for open data transparency and Key Performance Indicators/Performance Dashboards.

##### 1.2 Questions

Any questions concerning this RFP should be directed to J. Gary Via (434) 799-6528, option 4.

##### 1.3 Code Compliance

This procurement process is governed by the "Procurement Code of the City of Danville, Virginia". Copies of the Procurement Code may be obtained by writing the City of Danville, Purchasing Department, PO Box 3300, Danville, Virginia 24543. Firms organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Virginia Title 13.1 or Title 50 or as otherwise required by law. A Firm organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

##### 1.4 Equal Opportunity

During the performance of this contract, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees

or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Vendor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.
- c. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
- d. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this article.
- e. The Vendor will otherwise comply with all other applicable provisions of local, State, and Federal law.

1.5 The City of Danville does not discriminate against faith-based organizations.

#### 1.6 Drug Free Work Place

During the performance of this contract, the Vendor agrees to:

- a. Provide a drug-free workplace for the Vendor's employees.
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace.
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispersion, possession or use of any controlled substance or marijuana during the performance of the contract.

#### 1.7 Proposals Binding Ninety (90) days

Unless otherwise specified all formal proposals submitted shall be binding for ninety (90) calendar days following closing date unless extended by mutual consent by both parties.

#### 2.5 Permits

The Vendor shall, at his own expense, secure any business or professional licenses, permits, or fees required by the City of Danville or Commonwealth of Virginia.

2.0 Codes & Standards

2.1 The Vendor, its officers, agents, employees, and any subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the Commonwealth of Virginia, the Charter and ordinances of the City of Danville, and the applicable rules and regulations of the agencies of each.

3.0 Vendor's Relationship to the City

3.1 Subcontracting

Vendor may subcontract services to be performed hereunder with the prior approval of the City, which approval shall not be unreasonably withheld. No such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Vendor of its liability and obligation under this Contract; and despite any such subcontracting the City shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

3.2 Novation

The Vendor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Vendor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools and equipment.

4.0 Responsibilities of the City

4.1 The City designates Inez Rodenburg, Director Information Technology, to act as its representative with respect to the services to be rendered under any subsequent Agreements. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the Vendor's services for the project.

4.2 Shall assist the Vendor by placing at his/her disposal all available information pertinent to the project.

4.3 Guarantee access to and make all provisions for the Vendor to enter upon public and private property as required for the Vendor to perform his services under this agreement.

4.4 Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

4.5 Give prompt written notice to the Vendor whenever the City observes or otherwise becomes aware of any development that affects the scope of Vendor's services.

## 5.0 Insurance/Indemnification

5.1 The Vendor, prior to commencing work, shall provide at his own expense, the following insurance to the City of Danville evidenced by certificates of insurance. Each certificate shall require that notice be given, thirty (30) days prior to cancellation of material change in the policies, to the Director of Purchasing.

- a. Workers Compensation Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work.
- b. Comprehensive General Liability Insurance: The Contractor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Danville and its officers, agents and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following:
  - Comprehensive
  - Premises – Operational
  - Products/Completed Operations Hazard
  - Contractual Insurance
  - Independent Contractor and Subcontractor
  - Broad Form Property Damage
  - Personal Injury
- c. Automobile liability insurance with minimum combined single limits of \$500,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:
  - Owned Vehicles
  - Non-owned Vehicles
  - Hired Vehicles
- d. Umbrella Policy: At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the

primary and umbrella policies both provide the insurance coverage herein required. However, any such umbrella policy must have minimum coverage limits of \$2,000,000.00.

5.2 The Vendor shall be solely responsible and liable for the accuracy and completeness of all work performed hereunder and hereby agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, suits and proceedings arising out of, based upon or caused by the negligent acts, omissions or errors of, or the infringement of any copyright or patent, by the Vendor, its officers, agents, employees or subcontractors, in the performance of this Agreement. The approval or acceptance by the City of any work performed by the Vendor, its officers, agents, employees or subcontractors, under this Agreement, or any part of such work, shall neither constitute nor be deemed a release from the responsibility or liability of the Vendor, its officers, agents, employees or subcontractors, for the accuracy, completeness, timeliness, and competency thereof, or negligence with respect thereto, nor shall such approval or acceptance constitute or be deemed an assumption by the City of the responsibility and liability for the accuracy, completeness or competency of such work, or any negligence in the performance thereof.

#### 6.0 Evaluation Procedure

A selection committee, consisting of representatives from the City of Danville shall review the proposals submitted. After each proposal has been evaluated on the basis of the Vendor's approach to meeting Danville's needs, short-listing procedures will narrow the list of candidates to the two or more best qualified firms. Danville expects to ask for references related to quality of service and ability to deliver, after choosing the top contenders. Each of these firms may then be invited to an interview at which time each firm will be given an opportunity to present its proposal and to answer questions of the selection committee.

Your proposal will be evaluated using the following criteria:

- a. Costs
- b. Company history, stability and financial resources
- c. Timeliness
- d. Quality of performance of similar work.
- e. References
- f. Suitability of your services in relation to ease of operation for the City

#### 7.0 Award Procedures

The selection committee will make a recommendation of the top-ranked respondent. Danville may elect to make award without conducting formal interviews if one firm is determined to be the most qualified.

8.0 Proposals (4 copies required)

Proposals should include the following information:

- a. A brief history of your company.
- b. Reference to include names and telephone number of contact people for whom you have performed similar work. Please include a reference that is as close to the City of Danville as possible. Please include how many companies/municipalities that have used your services.
- c. A detailed description of your services as it relates to this project.
- d. A detailed response to desires listed above.
- e. All costs involved.
- f. Letter stating willingness to be interviewed on site at the City of Danville and provide documentation to interested parties.